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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LOUIS FRANCK and LI ZHEN FENG, Individually
and on Behalf of All Others Similarly Situated,

Plaintiffs,

v.

Case No.: 1:21-cv-4955

NEW YORK HEALTH CARE INC., MURRY
ENGLARD and GLEN PERSAUD,

Defendants.

**ORDER OF JUDGMENT
UPON ACCEPTED OFFER OF JUDGMENT
PURSUANT TO RULE 68**

WHEREFORE, this action was commenced on June 4, 2021.

WHEREFORE, Defendant New York Health Care Inc. appeared and, pursuant to Rule 68 of the Federal Rules of Civil Procedure, offered by notice in writing served on Plaintiff Louis Franck to permit judgment against it in accordance with the Offer of Judgment, dated September 7, 2022. Doc No. 122-1.

WHEREFORE, Plaintiff duly accepted Defendant's offer by notice in writing served on Defendant within 14 days, as shown by the Notice of Acceptance of Defendant's Offer of Judgement, dated September 21, 2021. Doc. No. 122. The offer and notice of acceptance together having been filed.


THEREFORE, IT IS ORDERED that Plaintiff Louis Franck may recover from Defendant New York Home Care Inc., in full satisfaction of all of his claims, the sum of fifty thousand dollars (\$50,000), plus reasonable attorneys' fees incurred through the date of the Offer

of Judgment, September 7, 2022. In accordance with the terms of the Offer of Judgment, this total shall be inclusive of all amounts potentially recoverable in this action, including without limitation, actual damages, liquidated damages, costs and expenses.

IT IS FURTHER ORDERED that there being no just reason for delay, the Clerk of Court enter judgment in favor of Plaintiff Louis Franck as set forth above.

SO ORDERED.

Dated: August 15, 2022
New York, New York



Hon. Gregory H. Woods
United States District Judge